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Current Topics.

The Force of Habit.

"Small habits well pursued betimes
May reach the dignity of crimes,"

wrote HANNAH MORE a hundred years ago; and we see the truth of it daily in the case of the drunkard, the gambler, the spendthrift, or the idler, who at last joins the ranks of the habitual criminals. We are not, however, accustomed to find that bigamy has become a habit. Yet, recently, learned counsel at the Central Criminal Court, prosecuting a man for bigamy, referred to the prisoner as a man who seemed to have made a habit of bigamy, and this was, indeed, his third conviction within a period of less than three years. It is well that a substantial term of imprisonment has been imposed upon the prisoner, who did, indeed, seem to be in a fair way to form a very bad habit, for bigamy, though sometimes harmless except from a moral standpoint, can sometimes be a cruel and heartless crime. Moralists have always insisted on the importance of the formation of good habits and the avoidance of bad; but we do not always realise how much we are slaves to the dictates of habit. There is judicial authority (though perhaps it would be more accurate to speak of a high authority speaking extra-judicially) for the proposition that work is itself only a habit, just like drink or drugs. And so it is. The majority of us work because we needs must, and we form a habit of regularity. Those who overwork—and to these we must suppose our judicial authority to have referred—may be divided into two classes: a very small class who are underpaid and are driven to overwork, and the large majority who have contracted a habit of working in season and out of season and who have deteriorated into that joyless state in which they can neither play with zest nor idle with becoming dignity. Even Easter finds such grudgingly interrupting their unceasing output of work, protesting that they can afford neither the time nor the money. What they miss, poor fellows, they never know, for they never stop to think, ceasing only to take a little troubled and hasty sleep to fit them once again for further drudgery. Their knowledge may be both wide and deep, but it is as unattractive to others as the bare facts in an encyclopædia or a dictionary of dates. Let us learn from ROBERT LOUIS STEVENSON, in his "Apology for Idlers": "SAINTE-BEUVE, as he grew older, came to regard all experience as a single great book, in which to study for a few years ere we go hence; and it seemed all one to him whether you should read in Chapter XX, which is the differential calculus, or in Chapter XXXIX, which is hearing the band play in the gardens."

The Date for Decontrol.

PRACTITIONERS WITH experience of working of the Rent Restriction Acts in the courts will feel much in sympathy with the recommendations contained in the memorandum presented by the Chartered Surveyors' Institution to the Departmental Committee on the Acts. The suggestion that mortgages should be withdrawn from the control of the Acts can meet with very little opposition. Capital is never so shy that it cannot be forthcoming in sufficiency for advances on mortgages on real estate, and the great inconvenience caused by retention of the control in cases where it is desired to wind up trusts is sufficient reason for its abolition. With regard to the remaining recommendations, however, it is doubtful whether lawyers can accord them anything more than sympathy. Generally it might be said with regard to all of them that it is impossible to legislate with any finality, particularly having regard to economic conditions at the present time. It is true that local authorities are being required to prepare housing programmes for the coming five years, and it may even be conceded that the possibility of house scarcity being used to secure rents higher than would be obtainable under the conditions of a free market may be considerably mitigated by the local authorities' programmes. No case can, however, be made out for fixing at the present moment any definite date for the complete termination of control, and we can express no opinion on the question of the suitability of the date proposed in the memorandum, viz., 25th December, 1935. The concrete suggestions as to gradual decontrol between the present time and 1935 are (1) that "a sufficient number of houses and flats of the rental values brought under control by the 1920 Act (namely, between £70 and £105 in London, £60 and £90 in Scotland, and £52 and £78 elsewhere) having been built to enable restrictions on the class to be removed after a sufficient notice, it is recommended that this category be decontrolled as from Christmas, 1931," and (2) that "houses introduced in 1919 (namely, between £35 and £70 in London, £30 and £60 in Scotland, and £26 and £52 elsewhere) should also, it is recommended, be decontrolled after a further period of a year—namely, at Christmas, 1932." The first suggestion seems to aim a direct blow at the very classes who are suffering most from the present economic depression; whilst the second does not seem to leave much to decontrol after 1932. The many abuses and injustices to which the Acts have given rise are familiar to most of our readers. Whether or not they are inevitable concomitants of emergency legislation such as this, is a task for the Departmental Committee to decide. But whatever may be the issue of its deliberations, the Committee cannot ignore the fact that the present housing situation is still gravely abnormal.

The Carriage of Goods by Sea Act, 1924.

THE CASE of *Foscolo Mango and Co. Ltd.* v. *Stag Line Ltd.*, lately decided in the Court of Appeal (47 T.L.R. 278), is one of considerable importance in mercantile law. When the Carriage of Goods by Sea Act, 1924, was passed, it was, of course, expected that many decisions of the courts would be necessary to interpret a statute which in many ways revolutionised the law relating to bills of lading. The present case is one of them : it has been through two courts already and we understand a further appeal is likely. Article IV, r. 4, of the Schedule to the Act of 1924, provides that the shipowner shall not be liable for " any deviation in saving or attempting to save life or property at sea or any reasonable deviation." Many problems arise out of the rule—the learned editors of " Scrutton on Charter-parties " mention five (see 12th Ed., p. 502), while MACKINNON, J., in giving judgment in the present case in the court below (see 38 Ll. L. Report, at p. 276) said he could provide more—and one of these is what is the criterion to apply in deciding what is " reasonable." Prior to the present case WRIGHT, J., had to consider the problem in the schedule to the Australian statute—Sea Carriage of Goods (Australia) Act, 1924—which is in identical terms with the schedule to the English Carriage of Goods by Sea Act (*Foreman and Ellams Ltd.* v. *Federal Steam Navigation Co. Ltd.* [1928] 2 K.B. 424), and he there said (at p. 431), " I think it is clear that a deviation would not be reasonable merely because it was convenient to the shipowner. Its reasonableness must depend upon what would be contemplated reasonably by both parties, having regard to the exigencies of the route known, or assumed to be known, to both parties." When the *Foscolo Mango Case* came before MACKINNON, J., he said (47 T.L.R. 179, 180) : " He had not the faintest idea what might constitute a reasonable deviation ; the words were surely the most obscure that had ever figured in an Act of Parliament." But the judgments in the Court of Appeal were more helpful. SCRUTTON, L.J., says (47 T.L.R. 278, at p. 280) : " The rule proceeds to allow 'any reasonable deviation.' It gives no indication whose interests are to be served . . . I think the interests to be considered must be those of the parties to the contract adventure, and those may include consideration of the position of their underwriters." GREER, L.J. (*ibid.*, 283), says : " I think the words mean a deviation whether in the interests of the ship or the cargo-owner or both, which no reasonably minded cargo-owner would raise any objection to." While SLESSER, L.J. (*ibid.*, p. 286), adopts the view earlier put forward by WRIGHT, J., *supra*. Unless, therefore, the House of Lords overrules them or adds new ones, there are three different *criteria* (admittedly not greatly differing) to apply to a decision of what is a " reasonable deviation," with the weight of judicial authority in favour of the views of SLESSER, L.J., and WRIGHT, J.

Through American Eyes.

RATHER MORE than a quarter of a century ago, Sir FREDERICK POLLOCK wrote that " the interest of our American brethren in English courts and procedure is as inexhaustible as it is flattering." Interest in those matters continues, and, what is still more flattering, it is accompanied by a sincere admiration. If it be true, as someone has said, that a foreign nation is a kind of contemporary posterity with, as a consequence, an entire absence of partiality in its judgments, it would seem that our administration of justice really merits the commendation which is accorded to it by our kin beyond sea. The most recent instance of this may be found in the current issue of the *American Bar Association Journal*, in which Professor PENDLETON HOWARD, of the University of Idaho, writes enthusiastically of our Court of Criminal Appeal. In his introductory sentences he says that " there is probably no feature of the English administration of justice which illustrates in more convincing fashion the fundamental differences between the criminal procedure of that country and that of the United States than the conduct of criminal appeals. Speed of determination, brevity of opinion, paucity of judicial rhetoric, concentration on the outstanding issues of the fairness and legality of the defendant's trial and the reasonableness of the jury's verdict—these are the salient characteristics of the work of the English Court of Criminal Appeal." Surely no more flattering picture of this tribunal could be drawn, and we believe that it is true. Proceeding, the learned writer deals in some detail with a number of points in connexion with the methods and practice of the court, dwelling in particular upon that feature of its influence which we have always regarded as one of the most beneficent namely, its reflex effect upon the lower courts. In the pre-Court of Appeal days instances were common enough of very rough justice, and of extremely heavy sentences, the inferior courts in which such things happened having no fear of enquiry before their eyes. All that is changed. A complete transcript of the proceedings at the trial is available, and is, or may be, submitted to the scrutiny of the Court of Criminal Appeal, and that fact alone has a powerful and steadying influence in regulating trials and in guarding against sentences which err on the side of severity. And yet, as we are reminded, there were those, and many of them in high places in the law, who looked with much disfavour on the institution of this court. Even the late Sir FITZJAMES STEPHEN thought it an almost insuperable difficulty in the way of setting it up that there was the possibility, nay, the probability, of dissenting judgments. That supposed obstacle was very easily overcome by the provision of allowing one judgment only, as has always been the case in the Privy Council—a rule which might well be adopted in every court, seeing the endless trouble that is caused by dissenting opinions. The law ought above all things to be certain, and certainly is not achieved by divergence of view in the pronouncements of the court.

Poor Persons Procedure.

BOTH BRANCHES of the legal profession may find considerable cause for self-congratulation in the fifth annual report of the work of the Poor Persons Procedure Committee of The Law Society for the period December, 1929, to December, 1930. The public is surprisingly ignorant of the fact that the whole of the work for poor persons done by barristers and solicitors is undertaken voluntarily and gratuitously, and the report with its bare statement of the figures of the achievements of the Committee during the period under examination deserves a wide publication. There were, at the beginning of 1929, 937 cases awaiting trial and 1,517 actions or matters were entered during the year in London and in the provinces. Of these, 1,339 actions or matters were dealt with, of which 1,238 succeeded, forty-three failed, and fifty-eight were abandoned or struck out. Of the total number of cases disposed of 94 per cent. consisted of matrimonial proceedings, and in 97 per cent. of the total number of cases poor persons were successful. During the year the total sum recovered by poor person litigants either by judgment or by settlement of their actions was £14,500 as compared with £10,300 in the previous year. In London at the beginning of 1930 there were 116 applications pending, and 1,974 new applications were received during the year, of which 889 were granted, 714 refused and 341 were otherwise disposed of, leaving at the end of the year 146 remaining to be dealt with. Approximately 70 per cent. of the London cases were matrimonial. In London and the provinces the number of applications disposed of showed an increase from 4,411 in 1928 to 4,904 in 1929. These figures speak eloquently of the substantial and progressive results achieved by lawyers in this entirely gratuitous branch of their activities, often at the cost of great personal inconvenience and sacrifice. It is facts like these which give the lie to the threadbare prejudice against the " scheming and avaricious " lawyer.

Criminal Law and Practice.

TWO YEARS' IMPRISONMENT ON SUMMARY CONVICTION.—The limit of the jurisdiction given to justices has steadily risen. Narrowly restricted powers of punishment for minor offences have been widened into jurisdiction to try numerous indictable offences and to inflict heavy punishment both for them and for new summary offences of gravity.

At one time it seemed that six months' imprisonment would be the utmost sentence which the law would sanction in petty sessions, but then came one or two offences, such as a convict's breach of a licence, an offence under the Prevention of Crimes Act, which carried with them a maximum sentence of twelve months.

The twelve months' limit is now observed with fair generality. It is the maximum which can be given by consecutive sentences, and even so the sentences must include at least two for indictable offences triable summarily by consent. But the War, which left little unchanged, began the bad practice of raising the limit to two years. Under the influence of that period of excitement and fear the Dangerous Drugs Act, 1920, striking at a new racial danger of unknown extent, enacted very severe penalties, among them two years' imprisonment, plus a fine of £500, on summary conviction. Mercifully, this got repealed later and the present limit is twelve months and a fine of £250.

But one war-time extravagance remains. The penalty for telling a lie to a customs officer in answer to a question to which the law requires an answer is two years' imprisonment on summary conviction: s. 16 of the Finance (No. 2) Act, 1915, amending s. 168 of the Customs Consolidation Act, 1876. So dearly do we love truth and so sternly do we protect the revenue. It is the same maximum as for an assault with intent to commit felony, or for permitting the defilement of a girl under age. It is double that for attempting to suborn perjury or for uttering false coin. And in all these other cases the defendant goes for trial by jury as a matter of course. True, for the revenue offence he has a right to claim trial by jury and must be informed of his right. But very few people realise their position when they make this election.

It may be said that the maximum sentence will never be inflicted. Even of that no one can be certain, but if it be so, that is really an additional reason for removing this arbitrary and extreme law from the statute book.

EVIDENCE THAT "MUST BE ACCEPTED."—We are glad to see that a correspondent has written in *The Times* to call attention to a remark attributed to the coroner at the inquest on the Cambridge undergraduate. The coroner, in asking a distinguished medical witness his opinion on the question whether or not some other person took a hand in tying up the young man, is reported as interpolating the observation that "the jury should understand that the opinion of medical men must be accepted."

Apart from the point, to which the correspondent also draws notice, whether a medical man is necessarily the best authority on the subject of tying up, there is the larger question of the implicit acceptance of any class of expert evidence. It is surely quite misleading to say that any court or jury must accept expert evidence of even the greatest authority. How, indeed, could it be so? Only too often there are two experts of almost equal eminence who differ irreconcilably. Must the jury accept both, one, or neither?

Of course every court, and every jury, may properly attach great importance to the evidence of men eminent in their own sphere, and may derive the utmost assistance from them. This, however, in no way relieves the court or the jury from their responsibility for exercising their own judgment. To make the expert the judge of a case, or even of an issue in a case, instead of a witness, is unfair to the parties concerned, and, incidentally, it puts the expert himself in a false position.

Observations on Part I of the Housing Act, 1930.

(By H. A. HILL.)

IN this short series of articles it is proposed to comment on certain of the provisions in the Housing Act, 1930, in regard to which practitioners may expect to be consulted at any time.

Local authorities throughout the country have been required to submit to the Minister of Health a five-year housing programme indicating their proposals, (1) for overcoming the housing shortage, (2) for the eradication or improvement of unhealthy (slum) areas, and (3) for re-housing persons displaced by clearance operations. Publicity has already been given to the five-year programmes of a number of the larger and more important authorities, and it is obvious that there is going to be considerable activity in the matter of slum clearance in all parts of the country.

Very largely because of the grossly unfair basis of compensation for land comprised in an unhealthy area and acquired compulsorily by local authorities, property owners are likely to offer much more resistance to slum clearance proposals than would otherwise have been the case. At a recent local inquiry held at Liverpool into a compulsory purchase order made under Pt. I of the 1930 Act, about twelve solicitors were engaged on behalf of various property owners interested. This fact is mentioned merely to indicate the necessity for practitioners, particularly those in industrial towns which have submitted a five-year programme enforcing slum clearance, to make themselves familiar at an early date with the provisions of the new Act.

CLEARANCE AREAS—(SECTION 1).

It will be observed that a clearance area may only include:

(*a*) *Dwelling-houses* which are unfit for human habitation by reason of disrepair or sanitary defects;

(*b*) *Dwelling-houses* which are dangerous or injurious to health by reason of their bad arrangement or the bad arrangement of the streets;

(*c*) *Other buildings* which are dangerous or injurious to health by reason of their bad arrangement or the bad arrangement of the streets.

A factory may be in a state of disrepair, but this fact is irrelevant on the question of its inclusion or exclusion from the area, since it is not used for human habitation. A derelict dwelling-house, although not used for human habitation for some years, would, on the other hand, be rightly included in the area, on the ground that it was unfit for human habitation, while a shop with rooms over it no longer used as a dwelling-house, but simply for storage purposes, should, it is thought, be treated as one of the "other buildings" and only included in the area if dangerous or injurious to health for the reason given in (*c*) *supra*. The importance of these distinctions, of course, lies in the fact that property owners have a right to object that their property has been wrongly included in a clearance area.

The area, it would seem, need not be a "solid" area, but may enclose here and there "island" sites on which there are no buildings at all, or the buildings on which are neither unfit for human habitation nor dangerous or injurious to health. It is thought, however, that both the external and internal boundaries of the area must be continuous, i.e., unbroken by the intervention of land not included in the area. The result of this is that what would have been one area under Pt. II of the Housing Act, 1925, may constitute a larger number of areas under the 1930 Act. Thus, the recent inquiry held at Liverpool was in respect of fifteen areas, all of which would have constituted one area under the old procedure. Where a larger number of areas are thus dealt with together it is very important to bear in mind that each one, in law, constitutes a separate entity. Thus, at Liverpool, objection was taken to the medical officer of health giving statistics

relating to the area, by which he meant the whole of the areas, instead of giving them in respect of each area separately.

The language of s. 1, relating to clearance areas, is very involved, and may give rise to difficulties. The important point is that it permits the inclusion of dwelling-houses and other buildings in the area which are perfectly sound in themselves, with the result that the unfortunate owner receives compensation on the penal basis applied to owners of insanitary dwelling-houses. A further and equally important point is that in order to avoid having to deal with numerous small areas, local authorities may be tempted to include property which ought not to be included, leaving it to the Minister to exclude such property after holding a local inquiry.

Attention is drawn to the provision contained in s. 62 to the effect that, in determining whether a house is fit for human habitation, regard must be had to the extent, if any, to which by reason of disrepair or sanitary defects the house falls short of the provisions of any bye-laws in operation in the district, or by the general standard of housing accommodation for the working classes in the district.

Importance is usually attached by the medical officer to—

(1) The fabric of the house—worn out or defective.
(2) The presence of damp.
(3) The absence of through ventilation.
(4) Inefficient or defective windows.
(5) Floor boards and joists being defective.
(6) Ceilings being in a dangerous condition and likely to fall.
(7) The absence of proper provisions for food storage.
(8) The absence of separate water-closet for such dwelling.
(9) The inadequacy of the water supply.
(10) Defective drains.

Practitioners representing property owners must be prepared to meet a case based on these and other points.

CLEARANCE ORDERS—(SECTION 2).

A local authority have the choice of two methods of dealing with an area declared by them to be a clearance area : they may make a clearance order requiring the owners of property in the area to demolish all the buildings or they may make a compulsory purchase order, by which they are empowered to acquire the land in the area with a view to demolishing the buildings themselves. It is anticipated that the last-mentioned course is the one likely to be followed in the majority of cases.

A clearance order must be in the form prescribed by the Minister of Health. It must be published in a local newspaper, and a notice of the making of the order must be served on owners and lessees of property in the area. The Act requires the order to be confirmed by the Minister of Health, and any person on whom notice of the making of the order has been served may object to the Minister of Health in writing stating the grounds of his objection. These grounds will vary in individual cases : a property owner may take the view that the area as a whole is not ripe for treatment as a clearance area and object on this general ground in addition to objecting that his own particular property was wrongly included in the area. He may think that the area should have been dealt with, if at all, as an improvement area (see s. 7). There is the further minor objection that the time fixed by the order for the demolition of the property is insufficient. If objections made are not withdrawn, the Minister is obliged to hold a local inquiry, further reference to which will be made in commenting upon compulsory purchase orders.

Attention is drawn particularly to sub-s. (5) of s. 2, which enables the local authority to enforce restrictions and conditions on the re-development of the cleared site. An owner aggrieved by such restrictions and conditions may appeal to the Minister of Health. This power to enforce restrictions and conditions is conferred in the widest possible terms, and it will be interesting to see the manner in which it is exercised. It is suggested that owners should not be deterred from pressing that a clearance order should be made instead of a compulsory purchase order, because of their fear that the power might be exercised in such a manner as to prevent an economical user of the cleared site.

When a clearance order has been confirmed by the Minister, notice of the fact, naming a place where the order can be inspected, must be published in a local newspaper. Any person desiring to challenge its validity must do so within six weeks of the date of publication of the notice on motion in the High Court. If the order is allowed to go unchallenged at the expiration of the period of six weeks it becomes operative and cannot then be questioned in any legal proceedings whatsoever (see s. 11).

(To be continued.)

The Matrimonial Causes Bill.

THE Bill with the above title, presented by Mr. EDE as that of a private member, is, as stated in the memorandum printed on the front page, based on the recommendations contained in the majority report of the most recent Royal Commission on divorce and matrimonial causes. This Commission, however, was appointed so long ago as 1909, and reported in 1912. The comment lies, therefore, that, whether the conclusions of the distinguished persons signing its majority report were right, or whether they were wrong, successive Governments have been guilty of great discourtesy to them in failing to embody those conclusions in a bill, and officially to place that bill before Parliament. They have also been guilty of wasting the time of the Commissioners, witnesses, etc., and the money of the taxpayers—no mean sum, when the evidence extended to over 40,000 questions, with a supplement of nearly 200 pages by the various witnesses. It is true that, since the report, a bill founded on these recommendations has, by private enterprise, been framed and presented to Parliament from time to time, and has never become law, though twice passed by the House of Lords. From the importance of the subject, however, the bill should obviously have been presented by a Government, with, if thought fit, licence to supporters for a free vote on it. Whether such a bill would have passed or not, at least it would have received fair consideration, whereas a private member's bill on a highly controversial matter, as obviously this is, never has the chance of passing.

The controversial aspects of the matter are religious, and, as such, outside the scope of this journal. The bill is founded on the theory that Christian marriage, or, at least, the recognised marriage of people in a Christian country, is not necessarily indissoluble. That theory has received legal recognition, but is now applicable only after the adultery of at least one of the spouses. The unsatisfactory nature of our present law has become extremely obvious in recent years, since the social and financial checks on divorce which operated in the reign of QUEEN VICTORIA have largely disappeared. Machinery has been evolved whereby certain classes can obtain divorce by mutual consent without difficulty, an abuse to which constant allusion has been made in these pages. The bill now presented by Mr. EDE enlarges the causes of divorce, in accordance with the recommendations of the majority of the Commissioners. The hotel bill divorce, however, which is the stereotyped form the mutual consent business takes, has been almost entirely developed since the Commission's report. If, then, Parliament enlarges the facilities of divorce in one direction, to remedy hardship, it should certainly contract them in another, to prevent such scandals as that recently disclosed, in which a wife paid no less than £3,500 to her husband to procure the stereotyped evidence, but, by a bungle, disclosed the fact to her solicitor. No doubt thousands of cases have been similarly arranged, and carried to the desired end of decree absolute by exercise of the small degree of discretion necessary to suppress

the fact of mutual agreement. In a large number of undefended cases, both lawyers and judge may strongly suspect collusion, but, in the absence of tangible evidence of it, the decree goes.

The present bill is aimed, not to correct this abuse, but to give relief in certain hard cases where divorce is not now possible under our law. For this purpose, it empowers the court to grant a decree when the respondent (in the bill called "the defendant") has been guilty of desertion for at least three years, or of cruelty, or is incurably insane, or an habitual drunkard. In thus enlarging the causes of divorce, it may be observed that the bill seeks to assimilate our law with that of the majority of Protestant countries, including nearly all those of Northern Europe, nearly all the United States, and most of our own self-governing Dominions, such as the States of Australia, New Zealand, and South Africa. Scotland, also, as is now well known, allows a divorce for desertion. In most of the American States, a long term of imprisonment inflicted on one spouse is included as a cause for divorce to the other, but no recommendation to this effect was made in the report, and provision to this end is omitted in the bill. As to possible hardship from this omission, reference may be made to the observations of BIRKENHEAD, C., in *Rutherford* v. *Richardson* [1923] A.C. 1, at. p. 12.

Included in the definition of desertion, or as equivalent to desertion for the purposes of the bill, is "wilful and persistent refusal to permit marital intercourse." This is in accordance with the recommendations of the Commission, and the matter touches a considerable grievance of husbands in these days when wives have won such complete emancipation. In *Synge* v. *Synge* [1901] P. 317, the husband refused to live with his wife on the terms that she was to keep house for him only, and leaving her, went to live with another woman. The wife's petition for divorce was refused on the ground that her conduct in this matter had given reasonable cause to her husband to leave her, and she was allowed a judicial separation only, since wilful desertion, then required for a wife's divorce, was negatived. Now that a wife can procure divorce for adultery only, *Synge* v. *Synge* ceases to be applicable, but presumably the court, on proof of the facts, would have a discretion whether to grant or withhold divorce under the Judicature Act, 1925, s. 178 (3) (*d*), and, on the reasoning in *Synge* v. *Synge*, would withhold it. It has been held recently that refusal of marital rights is not desertion: *Jackson* v. *Jackson* [1924] P. 17, but proof of it may be a defence to a wife's suit for restitution: see *Davis* v. *Davis* [1918] P. 85. In the classes where divorce is easy, the husbands of such wives now prefer to send them an hotel bill, and obtain complete divorce, since the law in any case casts a burden of permanent maintenance on them, but gives them freedom in divorce. Amongst the very much larger classes who cannot obtain these facile divorces, such women, after driving their husbands to others, obtain permanent separation and maintenance orders, and a considerable proportion of these husbands go to prison rather than comply with them. The unsatisfactory status of the permanently separated is obvious, and the men, who have usually no intention of living celibate, are a continued danger to other women. Under our present law, also, the workman whose wife runs away from him and vanishes has a grievance, because he cannot set private spies to trace her and so obtain evidence for full divorce. It is a very obvious inference that one spouse who wilfully deserts another has chosen another mate, but it is one which the law does not now draw, and the result is a large number of illicit cohabitations, which either ought to be broken up, in accordance with the more robust methods of our ancestors, or regularised.

As a matter of detail, s. 28 (1) of the bill reverses the law contained in s. 198 of the Judicature Act, 1925 (formerly s. 3 of the Evidence Further Amendment Act, 1869), as to the compellability of a witness to testify to his or her own adultery. The present law is against this compulsion, unless the witness has affirmatively testified to his or her own innocence, when cross-examination becomes just and reasonable. This provision in the bill seems something like making a prisoner a compulsory witness for the prosecution, and therefore in contested cases likely to result in even more perjury than the Divorce Court at present furnishes.

Certain enlargements of the grounds for annulling a marriage are contained in the bill, on some of which the Commissioners of 1909 were unanimous. Thus, if it passed, the law laid down in *Moss* v. *Moss otherwise Archer* [1897] P. 263, would be reversed. This was a hard case; the wife, at the time of her marriage, was pregnant by a man other than her husband, from whom she concealed the fact until concealment was no longer possible. With some expression of regret, the late Lord ST. HELIER dismissed the man's petition for nullity on the above ground. If marriage could be regarded purely as a contract, there would be no difficulty in avoiding it for such a fraud.

An important provision of the bill is to cut down the power of making permanent separation orders to periods not exceeding two years. The Ecclesiastical law sometimes by rough, not to say harsh, ways kept husband and wife together, going so far in the extreme case as to condemn the one who refused to live with the other to imprisonment until his or her obstinacy gave way. Parliament and the courts in the latter half of the nineteenth century were busy undoing the old fetters, with the consequence that permanent separations are extremely easy, bad wives trick magistrates into granting them maintenance orders, and the husbands of such wives live openly with other women. If the bill were passed, no doubt the divorce statistics would rise, but a large number of marriages *de facto* would become marriages *de jure*, and hardship to the innocent offspring would be avoided.

Discretionary Trusts and Taxations.

THE recent decision of the Court of Appeal in *Attorney-General* v. *Farrell* [1931] 1 K.B. 81, affirming a decision of Mr. Justice ROWLATT, is of particular interest to those who are seeking by means of appropriate settlements to lessen in any particular case the burden of taxation which falls on the richer members of the community. It is a commonplace that the unfortunate subject is entitled to use what wits he and his advisers have so to arrange his property that it attracts the minimum of taxation. Economy in this respect is sought in two directions; on the one hand an effort is made to reduce annual charges for income and surtax, on the other, the object aimed at is to diminish the capital levy payable on death. A method of attaining these ends, which is becoming popular, is for the settlor to transfer a considerable amount of his property to trustees upon trust during the life of the settlor to apply the income in making such payments to the settlor, his wife and children, and the remaindermen, as the trustees in their absolute discretion may think fit. Such a settlement is effective in attaining the first object, for the settlor will only be chargeable with income and surtax on the income actually paid to him. The income paid to the other objects of the trust will not be aggregated with his income but with theirs, and in this way considerable amounts may in some cases be saved. The second object, that is, to effect a saving in death duties, will not, however, be attained. It is clear from the recent decision in *Attorney-General* v. *Farrell* that the settlement of property upon discretionary trusts during the life of the settlor, while at the same time making the settlor an object of the discretionary trust, is the reservation of an interest within the meaning of s. 38 (2) of the Customs and Inland Revenue Act, 1881, as re-enacted and amended by the Finance Act, 1894, and no duty will be saved. In this case A, as settlor, conveyed certain property to trustees upon trust

during his life to apply the net rents and profits for the benefit of himself, his wife and children as the trustees should in their absolute discretion think fit, and subject to this discretionary trust upon trust to pay the surplus income to the person to whom the same would be payable if A were then dead. In the exercise of their discretion the trustees paid A £50 a month, the surplus profits, which were very considerable, were paid over to the remainderman. On A's death the Crown claimed duty on the whole settled fund. The trustees sought to establish either that no duty was payable as no property could be deemed to pass on the death of the deceased; or, alternatively, that the remainderman was at the death in possession subject only to the payment of the monthly allowance and duty was only payable on the interest which actually fell into possession at the death, namely £50 a month. The Court of Appeal rejected both these contentions and held, following *Attorney-General* v. *Heywood*, that the reservation of a power to apply income for the benefit of the settlor was sufficient to bring the property within s. 38 (2) of the Act of 1881, and amounted to a reservation of an interest in the property to the settlor. The whole settled property therefore must be deemed to have passed under s. 2 (1) (*c*) of the Finance Act, 1894, so as to be chargeable to estate duty. This case shows clearly that a settlement of property on discretionary trusts where the settlement makes the settlor one of the objects of the trustees' discretionary powers is only efficient so far as regards saving in respect of taxation on income; no saving is effected in respect of the capital levy payable on death.

Company Law and Practice.

LXIX.

THE QUALIFICATION OF DIRECTORS.—III.

THOUGH, in the usual way, when the phrase "the qualification of directors" is used by the lawyer, reference is intended to the requirements as to the holding of shares which the articles of companies usually impose (as we saw in this column a fortnight ago, the Act imposes no such requirement) upon directors to qualify them for office, yet, under a general heading such as the above, there are other matters which may be properly, and not without advantage, referred to.

Section 142 makes it illegal for undischarged bankrupts to act as directors of, or to take part in the management of, companies except with the leave of the court by which they were adjudged bankrupt; heavy penalties await the transgressor, to wit, maxima of two years on indictment, or, on summary conviction, six months or a fine of £500, or both. This does not apply, however, in the case of any particular company, to a bankruptcy prior to the 3rd August, 1928 (the date on which the Companies Act, 1928, which introduced this amendment, received the Royal Assent), if the bankrupt was doing, at that date, and has continuously since done, the above-mentioned acts in relation to such company. This section does not actually disqualify any person from being a director, but imposes a ban on persons acting as directors in certain circumstances; presumably, therefore, subject to the articles of association, any person so banned would continue to be a director, though unable to act; a position which, from every point of view, and in particular from that of the person whose activities were circumscribed in this way, is most undesirable.

Most articles do provide, like Art. 72 of Table A, that the office of director shall be vacated if the director becomes bankrupt, but such a provision is neither compulsory nor universal, and the provisions of s. 142 meet a situation which needed some attention on the part of the Legislature. The vacation of office under the articles on bankruptcy is, when the position thereunder is considered, not really a very serious handicap, because re-appointment or re-election can frequently be achieved under the articles: see *Dawson* v. *African Consolidated, etc., Co.* [1898] 1 Ch. 6. It may be noticed that the section is designed so as not to be too severely restrictive of the activities of the person who is merely unfortunate, for the court may give leave to act; but notice of intention to apply for such leave must, in England, be served on the official receiver, and he, if he thinks that it is contrary to the public interest that leave should be given, must oppose the giving of such leave.

At least one application has been made under this section, and a report of the first hearing is given in *The Times* newspaper of the 8th November, 1929; it was then stated by Mr. Registrar MELLOR that, notwithstanding that s. 142 (2) might appear to contemplate that the official receiver should only attend if he were of opinion that it was contrary to the public interest that the application should be granted, it had been arranged (subject to any rules which might be made) that the Official Receiver would make a report in every case on the history of the applicant's bankruptcy, and would attend on the hearing.

The hearing (subject as above to any rules; none have so far appeared) is in open court, on motion supported by affidavit of the applicant, and twenty-eight days' notice should be given to the Official Receiver. The case now under discussion subsequently came on for hearing on the merits, and is further reported in *The Times* newspaper of the 20th November, 1929. The report furnished by the Official Receiver, who opposed the application, showed that the applicant had been bankrupt twice, in 1905 and again in 1922, and that in neither case had he made an application for discharge; further he had been sentenced to six months' imprisonment for an offence under the Bankruptcy Act, 1914. Relying on the history as shown by the report, Mr. Registrar MELLOR refused the application, and, on being asked for provisional leave to enable the applicant to appeal, held that he had no power either to grant or refuse provisional leave. There does not appear to be any report of an appeal, nor, so far as the writer is aware, is there any report of any other application under the section.

Under s. 182 (2) the Official Receiver may make a further report in a compulsory winding up (this is in addition to the preliminary report which he must make) stating (amongst other matters) the manner in which the company was formed and whether in his opinion any fraud has been committed by any person in its promotion or formation, or by any director or other officer of the company in relation to the company since its formation.

Where this report does state that, in the opinion of the Official Receiver, such a fraud has been committed, the court may, on his application, order that the person implicated shall not, without the leave of the court, be a director of, or take part in the management of, a company for such period, not exceeding five years from the date of the report as may be specified in the order: s. 217 (1). In the High Court the application is by summons returnable in the first instance in chambers: Companies (Winding up) Rules, 1929, r. 66. The Official Receiver must appear, both on the application by him for an order under the section and on any application for leave to act by persons the subject of prohibitory orders made under the section: s. 217 (3).

This section imposes the same penalties as those imposed by s. 142 in the case of bankrupts, but it should be remembered that s. 217 contains a prohibition against being a director, and s. 142 one against acting as a director.

(*To be continued.*)

A UNIVERSAL APPEAL.

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.9.

A Conveyancer's Diary.

Endorsements on Probates and Letters of Administration.

I have been asked to express an opinion upon a point of some practical importance, or, at least, one which may be so, in some instances. The question is whether when a personal representative conveys a legal estate to a purchaser for value, the purchaser may require a notice of the conveyance to be endorsed or permanently annexed to the probate or letters of administration under sub-s. (5) of s. 36 of the A.E.A., 1925.

That sub-section reads as follows: "Any person in whose favour an assent or conveyance of a legal estate is made by a personal representative may require that notice of the assent or conveyance be written or endorsed on or permanently annexed to the probate or letters of administration at the cost of the estate of the deceased and that the probate or letters of administration be produced, at the like cost, to prove that the notice has been placed thereon or annexed thereto."

Now, on the face of it, taking that sub-section alone, it would seem to be beyond doubt that any purchaser taking a conveyance from a personal representative would be entitled to require a notice of the conveyance to be endorsed on or annexed to the probate or letters of administration. That is the view which, I believe, has to some extent been adopted and acted upon in practice, but whether that is the general practice I cannot say. I must say, however, that I do not see why a personal representative should object to it except in those cases where by reason of the number of conveyances effected there would be inconvenience in making the endorsements or annexing notices. In such cases the question does, no doubt, arise in a very practical form.

I may say at once that in my opinion a purchaser for value is not entitled to require a notice to be endorsed on or annexed to the probate or letters of administration under sub-s. (5) of s. 36, and I do not see what advantage a purchaser would gain if he were so entitled.

I think that it is quite clear that in sub-s. (5) of s. 36 the expression "assent or conveyance" means an assent or conveyance to a beneficiary and not to a purchaser. In fact, I think that throughout s. 36 that expression does not include a conveyance to a purchaser for value.

The trouble really arises from the wording of sub-s. (1): "A personal representative may assent to the vesting in any person who (whether by devise, bequest, devolution, appropriation, or otherwise) may be entitled thereto, either beneficially or as a trustee or personal representative, of any estate or interest in real estate to which the testator or intestate was entitled . . . and which devolved upon the personal representative."

If it were not for the words "or otherwise" it would be plain enough that a purchaser for value is not one to whom an assent can be given under the section. It seems to me that the *ejusdem generis* rule must be applied to the words "or otherwise." It is said, however, that the expression "devise, bequest, devolution, appropriation" exhaust all the methods by which a person can be entitled except as a purchaser, and so "or otherwise" must refer to a purchaser, because it cannot refer to anyone else. I cannot say what "or otherwise" covers, but it seems certain that these words were inserted *ex abundanti cautela*, and that if a purchaser had been intended the sub-section would have said so.

If that is right, then it follows that the expression "assent or conveyance" has the same meaning in sub-s. (5).

That view of the matter seems to be supported by sub-s. (6), the first paragraph of which provides that "A statement in writing by a personal representative that he has not given or made an assent or conveyance in respect of a legal estate, shall, in favour of a purchaser but without prejudice to any previous disposition made in favour of another purchaser deriving title mediately or immediately under the personal representative be sufficient evidence that an assent or conveyance has not been given or made in respect of the legal estate to which the statement relates unless notice of a previous assent or conveyance affecting that estate has been placed on or annexed to the probate or administration." I think that it is quite impossible, in that paragraph, to read "assent or conveyance" as including a conveyance to a purchaser.

The second paragraph of that sub-section is equally conclusive: "A conveyance by a personal representative to a purchaser accepted on the faith of such a statement (without prejudice as aforesaid and unless notice of a previous assent or conveyance affecting that estate has been placed on or annexed to the probate or administration) operates to transfer or create the legal estate expressed to be conveyed in like manner as if no previous assent or conveyance had been made by the personal representative." There a distinction is drawn between a conveyance to a purchaser and an assent or conveyance, and it is clear from the whole sub-section that a conveyance to a purchaser is without prejudice to any previous disposition in favour of another purchaser.

Assents in favour of Purchasers.

Whilst on the subject of assents I may refer to the question which has been much discussed, whether a personal representative may assent in favour of a purchaser for value. It is said that he may do so and that the purchaser may thereby avoid payment of stamp duty under s. 36 (11) of the A. E. A.

If I am right in what I have said on the other point, it follows that an assent in favour of a purchaser is not effective and even if it were, I do not know that it would be exempt from stamp duty. Sub-section (11) only provides that "this section shall not operate to impose any stamp duty in respect of an assent," and does not affect the imposition of duty by the Stamp Act.

The point, however, is not whether an assent to a purchaser would pass the legal estate, but whether by reason of sub-s. (7) of s. 36 any subsequent purchaser is bound to assume that the assent was properly given and so, in effect, the assent is made good.

To take an example. A personal representative assents in favour of A, who, in fact, is a purchaser for value under a contract with the personal representative. A does not stamp the document and contracts to sell to B.

In his requisitions B asks how A came to be entitled to have the assent in his favour, and A replies by referring to sub-s. (7) of s. 36. That sub-section reads:—

> "An assent or conveyance by a personal representative in respect of a legal estate shall in favour of a purchaser, . . . be taken as sufficient evidence that the person in whose favour the assent or conveyance is given or made is the person entitled to have the legal estate conveyed to him and upon the proper trusts, if any, but shall not otherwise prejudicially affect the claim of any person rightfully entitled to the estate vested or conveyed or any charge thereon."

B thereupon completes and takes a conveyance from A. Can B's title be impeached on the ground that A was not entitled to an assent? I do not see how it can. In the result, therefore, an assent to a purchaser, although itself not capable of passing the legal estate, is by virtue of sub-s. (7), just as effective in favour of a subsequent purchaser for value as if, in fact, it did pass the legal estate.

The stamp duty question might be raised by some astute registrar at some time if B had occasion to produce his title deeds in court. It might be said that the stamp duty on the assent and the penalty must be paid before it could be put in evidence. Otherwise neither A nor B seems to run any risk. There is no power in the Inland Revenue to compel the stamping of conveyances.

Of course, in practice, no solicitor would advise a purchaser from a personal representative to take his conveyance by assent and leave the document unstamped. But I think that it might be done, and the purchaser would save the stamp duty in almost every case.

Landlord and Tenant Notebook.

Liability for Gas Bills.

Parties letting or taking premises are apt to forget the question of liability for gas and electric current supplied and to be supplied. When the tenancy is short, and the lessor intends to resume occupation when it expires, the simplest method is for the tenant to undertake to pay the landlord, the landlord remaining liable to the suppliers. But in all cases it is advisable to consider the contract with the suppliers, any private Act affecting the question, and the general legislation.

Thus, the Gasworks Clauses Act, 1871, s. 39, which is incorporated with the Electric Lighting Act, 1882 (by s. 12), absolves the new occupier from payment of arrears "unless such incoming tenant has undertaken with the former tenant to pay or exonerate him from the payment of such arrears." If there be no such arrangement, it is important to observe that as regards electricity the Electric Lighting Act, 1909, s. 17, imposes upon consumers the duty of giving twenty-four hours' notice of removal, in default of which liability will continue until the next reading of the meter or until the new occupier gives notice requiring a supply. There is no such provision in the Gasworks Clauses Acts, but the matter is generally dealt with by the undertakers' private Act or by the contract. If a landlord were thus made to pay for electricity or gas consumed by his tenant, it seems doubtful whether the latter would be liable to indemnify him. The question would have to be considered in the light of all the circumstances. Possibly the landlord might be able to induce the suppliers to claim against the tenant, as on an implied contract, in the first place; there is no direct authority on the point, but a dictum of Lord Reading, C.J., in *Lea Bridge District Gas Co.* v. *Malvern* [1917] 1 K.B. 803, affords some support for such a contention.

In that case proceedings were taken against a married woman who pleaded that she had contracted as agent for her second husband. She had first occupied the premises with her first husband, who had paid the gas bills; she had paid two quarterly bills after his death, had re-married during the third quarter, and paid the account for that quarter. No notice had been given of the second marriage, and originally only the correctness of the account was disputed, the question of liability being first raised before the justices. In holding that she remained liable, Lord Reading said that possibly the husband was also liable, but that it was unnecessary to discuss that.

In that part of the metropolis which the "districting" policy allotted to the Gas Light & Coke Co., the position of a newcomer to premises as regards arrears is dealt with by a more elaborate and less lucid provision than the section of the Gasworks Clauses Act cited above. Section 18 of the special Act runs: "in case any consumer leave the premises . . . without paying . . . the company shall not require from the next tenant . . . payment of the arrears unless the incoming tenant agreed with the defaulting consumer to pay the arrears, or unless the incoming tenant shall continue the trade or business of the outgoing tenant and shall have paid to the owner, lessee, etc., or to the outgoing tenant . . . a consideration . . .; but the company shall, notwithstanding any such arrears, in the absence of collusion . . . supply gas to the incoming tenant as required by this Act to do so." It was held, in *Gas Light & Coke Co.* v. *Mead* (1876), 45 L.J.M.C. 71, that mere continuance of the former occupier's trade did not oblige the new occupier, who required no supply, to pay the arrears; and this interpretation was followed by a county court in a later case, and then upset by the Court of Appeal, but approved by the House of Lords: *Cannon Brewery Co., Ltd.* v. *Gas Light & Coke Co.* [1904] A.C. 331. The mistakes made by the Court of Appeal can be summarised as reading "may . . . if" for "shall not . . . unless" and disregarding the qualifying words of the last sentence: "as required by this Act."

Both the Gasworks Clauses Act, 1871, s. 39, and the Gas Light & Coke Co.'s Act, s. 18, speak of "tenants," but the sections which confer the right to a supply specify "owner or occupier." This led to a discussion, in *Paterson* v. *Gas Light & Coke Co.* [1896] 2 Ch. 476, C.A., as to whether a receiver appointed by debenture-holders could escape liability for arrears and yet demand a new supply as a newcomer. In *Re Smith, ex p. Mason* [1893] 1 Q.B. 323, it had been held that the Official Receiver, on taking possession of premises occupied by a bankrupt, was a mere caretaker, and this reasoning was applied in the present case; but it was emphasised by Lindley, L.J., that (1) the gas had never been cut off, and (2) that the floating security had matured when the arrears were incurred. Accordingly, in a case under a similar provision in the Metropolis Water Act, 1871, s. 48, it was subsequently held that a trustee in bankruptcy was entitled to a supply without paying arrears incurred by the debtor: *Re Flack, ex p. Berry* [1900] 2 Q.B. 32.

Our County Court Letter.

FARM WORKERS' WAGES DURING ILLNESS.

In *Peck* v. *Pipe*, recently heard at Halesworth County Court, the claim was for £9 18s. for wages due from the 4th September to the 11th October, 1930. The plaintiff (who was sixty-two years old and could not read) was employed as a horseman at 36s. a week, subject to a month's notice on either side, but he had fallen ill on the 3rd September and was not given notice until the 13th September. His employment did not therefore cease until a month later, but in the meantime he had received 18s. a week national health insurance, for which he was willing to give credit. The defendant's case was that, during his twenty-two years as a farmer, he had never before been asked to pay wages during sickness, and the plaintiff's first claim had not been made until the 29th October, after his employment had terminated. Corroborative evidence was given by two other farmers, but objection was taken that the plaintiff had had no notice of a defence of custom, otherwise he might have called evidence to the contrary by other farm labourers. It was held, however, that this was a general and not a special defence, so that no notice was necessary, but the contention for the plaintiff was that there was no proof of general custom, as the evidence came from a district less than 10 miles away. His Honour Deputy Judge Rowley Elliston held that, when a labourer was sick, the farmer was not liable for wages, and judgment was therefore given for the defendant, with costs.

The above decision followed *Niblett* v. *Midland Railway Company* (1907), 23 T.L.R. 240, in which a point-holder claimed £33 5s. as wages from February, 1905, until his discharge in September, 1905. During this period the plaintiff had received sick payment (from the friendly society which the rules of the company required him to join), but the rules of the friendly society provided that he should not be entitled to sick pay while receiving wages. The county court judge at Gloucester gave judgment for the defendants, and this was upheld in the Divisional Court. Mr. Justice Darling (as he then was) pointed out that (1) the plaintiff had not asked for wages during a previous illness, (2) the defendants had contributed largely to the funds of the friendly society, (3) the plaintiff, instead of making his claim as soon as the illness began, had not done so until after his employment ceased. Mr. Justice Phillimore (as he then was) concurred, and he observed that, in the case of an agricultural labourer, it was recognised that the master was not liable for wages during sickness.

The custom of Northumberland was considered in *Scott* v. *Pattison* [1923] 2 K.B. 723, in which the plaintiff was verbally

engaged for twelve months from May, 1921, at £2 14s. a week, but had frequent absences through illness. He therefore claimed £46 15s. as wages for the weeks he was away, and called evidence of a custom of the county to pay wages during sickness. The defendant called no evidence, and pleaded the Statute of Frauds, s. 4. The county court judge at North Shields held that (1) the agreement was not to be performed within a year, and was unenforceable under the statute, (2) the custom had not been proved, (3) the defendant was entitled to judgment. The Divisional Court (the present Lord Darling and Mr. Justice Salter) agreed upon the first point, but ordered a new trial on the second and third, as the evidence of custom was not contradicted. It was pointed out that, even though the contract for wages was unenforceable, the acceptance of services by one party entitled the other to sue upon an implied contract to pay their value, although this was not necessarily the sum agreed for wages.

It is to be noted that the first-named judgment, *supra*, applies to sixteen counties (such as Suffolk) which are not within the National Insurance Act, 1911, s. 47. That section empowers the Commissioners to make special orders (with regard to reduced contributions and benefits) for localities in which a custom exists to pay farm servants' wages during sickness. Wales and twenty-four English counties were brought within the section by No. 1492 of the Statutory Rules and Orders, 1914, as specified in the list in the First Schedule thereto.

Practice Notes.

NOVATION AS A GROUND OF LIABILITY.

The need for the novation to be complete was recently illustrated at Westminster County Court in *Weychan* v. *Dennis*, in which the claim was for £25 6s. as the cost of theatrical posters. The plaintiff's case was that, after the posters had been supplied to a theatrical company, she was referred to the defendant, to whom she spoke on the telephone, but her subsequent applications for payment were unanswered. The defendant contended that E. P. Productions Limited (of which he was a director) were liable, and he denied admitting personal liability on the telephone, as he had merely stated that (*a*) the company owed him £1,500, (*b*) instead of sacrificing the show, he might take it on tour himself, in which event he would assume liability for the debts. The defendant had not taken over the show, however, and His Honour Judge Turner remarked that the order had apparently been given by the manager of the company, but he had not been sued. The defendant was not liable, and judgment was therefore given in his favour, with costs.

THE VALIDITY OF VERBAL WARRANTIES.

In *Tellus Super Vacuum Cleaner Limited* v. *Newing and Son*, recently heard at Westminster County Court, the claim was for £15 2s. 5d. as the price of a cleaning machine, but liability was disputed on the grounds that (1) the oral guarantee of the plaintiffs' traveller was a condition precedent to the order, (2) the understanding was that the machine would have appliances for liquid paint spraying and drying as required in the business of carriage and motor-body builders, (3) in the absence of these fittings the machine was returned unused. The plaintiffs' agent contended, however, that he sold the machine for blowing fumes away, and not for paint spraying, and he never said that a larger sprayer was being supplied. His Honour Judge Turner held that the defendants bought on the understanding that a large spray-gun would be supplied, but the plaintiffs had merely written an expression of regret at its absence. Judgment was therefore given for the defendants, with costs.

THE DEFINITION OF BLACKSMITHS' FIXTURES.

The importance retained by the above subject (in spite of the advent of motor traffic) is shown by the recent case of *Jones* v. *Greenwood*, at Stratford-on-Avon County Court. The plaintiff had purchased Bickmarsh Hall from the defendant (under an agreement which included machinery, fixtures and fittings), and the claim was for £24 18s., being property tax paid on behalf of the defendant. This liability was admitted, but there was a counter-claim of £5 for certain blacksmiths' fittings, which were loose effects and not included in the sale. An architect stated that the anvil rested on a wooden block, let into the brick floor and held in position by wrought-iron spikes; the vice was spiked to a wooden post let into the floor; the water trough was cemented to the forge; and the bellows were fixed to a board built into the end of the wall. His Honour Judge Drucquer gave judgment for the plaintiff on the claim, and held that (*a*) the anvil, the vice and the bellows (all attached with nails) were not fixtures as commonly understood, (*b*) the trough was evidently a fixture, but the sledge block could not be found. The three first-named articles, although not fixtures, were nevertheless "machinery" within the agreement, and as such were also included in the sale. The counter-claim was therefore dismissed.

Legal Parables.

SHOULD A SOLICITOR TELL?

When Mr. and Mrs. Kattandog brought their differences before the borough bench, they were both unrepresented. The mayor said it was a pity that these cases should be hurled at one's head, and added, in an aside, that they always came in when the clerk was away. However, the clerk's clerk, Mr. Stenogg, asked the parties, who looked as though they hadn't a shilling between them, why they could not instruct counsel or solicitor in so important a matter.

Mrs. Kattandog replied that she had had a solicitor once, and she'd fetched Kattandog up in front of him, and he'd owned he'd treated her cruel, and his name it was Onest and Trusty and Co., and she'd like to call him as a witness. So, after a week's adjournment, Mr. Trusty, who was the only partner in the firm as Mrs. Kattandog could fink of, was put in the box and invited to swear, though he didn't look like a swearing man.

Then Mr. Trusty, who had not long been in the town and had a meagre practice, cleared his throat, and gently waving aside the usher who proffered him the book, assured the bench, and his worship the mayor in particular, how profoundly he respected them and the law they so ably, and if he might say so, impartially, administered. Nevertheless, he must decline to give evidence, since his duty to even the humblest client was to him sacred.

The clerk, Mr. Scribble, who was in his place for once, discussed the question of privilege at some length with Mr. Trusty, who was sad but firm. Mr. Scribble, after looking up "Witness, unwilling, commitment of," in a well-known book, advised the justices to commit Mr. Trusty for seven days, for, said the learned clerk, the learned solicitor was quite mistaken and most contumacious; there was no privilege here, but a deal of obstinacy, not to say humbug, which he personally found rather feeding.

So the mayor bowed to Mr. Trusty and asked him to spare him a painful duty; and Mr. Trusty bowed to the mayor and said his respect for the bench was only equalled by his sense of duty to his humble client, or even to him who was once his client.

So to prison he went.

There the prison visitors, especially the ladies, rather bothered him by preparations for his after-care. But he much enjoyed two concerts, one lecture, and a football match. The

Home Secretary was questioned in the House on the futility of short sentences, and was asked how he expected a man to be trained and reformed in a week. And when he replied that he was advised that this was the maximum sentence and that he did not see that a qualified solicitor in a fair way of business needed any training, and that possibly, though a solicitor, he did not need reform, it was generally admitted that he was both cynical and flippant.

But when Mr. Trusty came out he found himself more than a local hero. Mr. and Mrs. Kattandog, of course, were living together again, so there was no need for him to be committed anew. A journalist from town invited him to supply a couple of columns on prison life next Sunday, and a West End music-hall offered him a week's engagement. His photograph was in every daily paper and most of the weeklies. He was called a martyr to conscience, the man who could keep a secret, the soul of honour. Clients flocked to him, and soon he moved to large offices in London, and took in a brace of porters and numerous clerks.

Years afterwards, the junior partner ventured to ask him, with becoming diffidence, what *was* old Kattandog's nasty secret?

Mr. Trusty, with the suspicion of a smile, replied: "My boy, I never saw the fellow in my life. He went to the man I bought the practice from, and I knew nothing whatever about the case. But" (and here he looked with honest pride round his well-furnished offices) "don't you think it was a fine opportunity for the courageous vindication of a principle?"

Moral: Play the game (the game that suits your style).

In Lighter Vein.

The Week's Anniversary.

On the 19th March, 1804, Lord Alvanley (formerly Sir Richard Pepper Arden) died, having filled two high judicial posts, first, that of Master of the Rolls and then that of Chief Justice of the Common Pleas.

His fine judicial qualities had come rather as a surprise to the profession, which had not looked deeper than the hearty, straightforward and convivial character for which he was well known.

His death was sudden, for, having been unexpectedly taken ill in the House of Lords, he died within three days.

Bigamy in the Lords.

The late Earl Russell's trial by the House of Lords for bigamy has been recalled in several papers recently.

It was not, however, the first of its kind. The Duchess of Kingston's trial on a similar charge in 1776 was even more sensational. It was the social event of the year, and every person of fashion was eager to secure a ticket. As it turned out, there were no "scenes" and the proceedings went off with the utmost decorum, the accused behaving to the admiration of all present.

Although the verdict of guilty proved her not to be Duchess of Kingston, her matrimonial transactions left her necessarily in the alternative Countess of Bristol. She was therefore eligible to plead benefit of peerage and after some legal argument was held entitled to her immediate discharge.

Before she departed, the Lord High Steward solemnly warned her that a second offence would be capital.

Laughter Makers in Court.

Charlie Chaplin's visit to the Old Bailey is not without a parallel. For, when the late Lord Brampton was Mr. Justice Hawkins, J. L. Toole, the then famous comedian, was once invited to sit upon the bench during a trial at Derby Assizes and to dine with the judge afterwards.

Toole, who preserved the utmost gravity of countenance in court, used a burst of laughter provoked by a humorous incident to play a delightful prank. On a sheet of paper stamped with the Royal Arms he wrote: "I have had my eye on you for a long time past and if I see you laugh again, I will send you to prison." This note he sent by a javelin man to a farmer, whose laughter had been particularly boisterous. The fellow, on receiving it, went white with apprehension and hardly breathed for the next half hour.

A Strange Oath.

Recently, in Lord Darling's court, a Roman Catholic juror declined to be sworn on the Authorised Version of the Scriptures. As a Douai version was not forthcoming, he consented to affirm instead.

Every now and then the formality of the oath gives rise to perplexity in court and sometimes to humour. One of the oddest errors occurred last year at Willesden Police Court when a Communist who would not take the oath desired to affirm. A card was handed to him from which he duly read a form of words. Then the court suddenly realised that he had been given the wrong card and had trustfully taken the oath of allegiance as a special constable.

A Nice Point.

The denial of the rumour of Mr. Justice Eve's impending retirement will have come as a relief to all the admirers of this robust and popular judge.

Neither his wit nor his wits are likely to desert him for many years yet, and one of his latest repartees may rank with the best.

A counsel arguing before him ventured on an illustration. "Supposing," he said, "I saw your lordship going into a public house." "Coming in, you mean," said Eve, J.

Obituary.

Mr. P. W. ATKIN, M.A., LL.M., J.P.

Mr. Peter Wilson Atkin, stipendiary magistrate for Salford and Deputy Recorder of Liverpool, died recently in a Manchester nursing home at the age of seventy-two. He was educated at the Royal Institution School, Liverpool, Mill Hill School, and Jesus College, Cambridge, where he graduated M.A. and LL.M. He was called to the Bar by the Inner Temple in 1883, and went the Northern Circuit, being appointed stipendiary magistrate for Salford in 1913. He served as Chairman of the Manchester Munition Court, 1915-16, and Chairman of the Salford Military Tribunal, and acted as Arbitrator in the Manchester Ship Canal Dock Strike in 1916. He was also Chairman of the Moorlands Hospital, Kersal, and was made an officer of The Most Excellent Order of the British Empire in 1918. He rowed three times in the Cambridge eight, stroked Jesus College boat, head of the River, University Fours, winning twice, and coached Conway School Ship crew for five years. His principal recreation was gardening.

Mr. T. M. FRANCIS, M.A.

Mr. Thomas Musgrave Francis, solicitor, senior partner in the firm of Francis & Co., of Peas Hill, Cambridge, solicitors for the University and many of the colleges, died recently, within a few weeks of his eighty-first birthday. Admitted in 1874, Mr. Francis was a Deputy Lieutenant of the County, was appointed a magistrate in 1907, and for some years acted as Chairman of Quarter Sessions. He was also Chairman of the General Committee of Addenbrooke's Hospital, a member of the Cambridgeshire Standing Joint Committee, Vice-Chairman of the Cambridgeshire and Isle of Ely Agricultural Wages Committee, and Clerk to the Visiting Committee, which latter post he had held for fifty years.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

The Landlord and Tenant Act, 1927, s. 18.

Q. 2173. A was a tenant of a house under a three years' lease (ordinary repairing) which terminated in June, 1930. During the term of the lease A did not do any repairs or decorations, and left the premises in a bad state of internal and external repair. In particular, a greenhouse, which was a lean-to, was blown away and not replaced. B, the landlord, upon termination of the lease, had an account of dilapidations prepared and issued a claim for £200 against A. A has refused to pay. After the termination of the lease, B found difficulty in letting the house as a single dwelling-house and decided to turn it into three flats, one flat on each floor. To do this, a good deal of reconstruction of the interior became necessary. Passages had to be altered, and new doorways, etc., made. No alteration of any moment was required externally or to the roof, but the greenhouse has not been reconstructed. In these circumstances, what would be the *practical* application of s. 18, Landlord and Tenant Act, 1927, to these facts ?

A. The alteration of the house into three flats implies that it is an old building, and therefore the tenant's repairing covenants must be construed by reference to *Lurcott* v. *Wakely* [1911] 1 K.B. 905. A's liability depends on the nature and age of the house, and he cannot be required to give B a house which is different in quality and condition from that demised in 1927. The inference from subsequent events is that the greenhouse was already in a dilapidated condition in 1927 (the date of the lease), and the liability for replacement is now removed by the latter half of the above section. The difficulty of sharing a greenhouse (among the occupiers of three flats) will be best solved by not rebuilding it, and any demand upon A with regard thereto could be met with the contention that its re-erection is inconsistent with the future use of the premises. A's liability for internal repairs and decorations has also been removed by the concluding words of sub-s. (1), viz., " or such structural alterations, etc." It is doubtful whether A is liable for external repairs under ordinary repairing covenants, and the practical application of the above section is that B has no remedy.

Assignment of Administration Bond.

Q. 2174. Owing to an estate not having been properly administered, an order has been obtained in the Probate Division of the High Court for the assignment of the administration bond to A and B to enable them to sue on the bond and to recover as trustees for all persons interested the full amount recoverable in respect of the breach of the condition of the bond (see s. 167A, Judicature (Consolidated) Act, 1925). The question arises whether A and B can sue on the bond in the county court if the estate does not exceed £500, or whether they must sue in the High Court. The amount due to A and B is £25. If the action to sue on the bond can be commenced in the county court, the question arises whether the county court judge has power to direct payment of the costs of obtaining the order in the High Court assigning the bond, as it is understood that it is not customary for the Registrar of the Probate Division to make any order as to the costs of the assignment of the bond. According to " Tristram and Coote's Probate Practice," if action is taken in the King's Bench Division by A and B to enforce payment of debt due from deceased's estate, the judge of the King's Bench Division has power to direct payment of costs of obtaining the order previously obtained assigning the bond, in addition to the costs of the action to recover the debt. I would like to know :—

(1) Whether a county court judge has any such power as last mentioned to direct payment of costs of assignment of bond?

(2) Can an action by A and B suing on the bond be commenced in the county court, or will it be necessary to commence the action in the District Probate Registry ?

(3) Please quote (if possible) any authority or authorities for your answer.

A. The opinion is given that the action on the bond will not be a personal action within the County Courts Act, 1888, s. 56, nor will it be an action for the execution of a trust within s. 67 (2), as the Judicature Act, 1925, s. 167, enables the assignees to sue as trustees merely to define the capacity in which they are to receive the money. There is no special Act conferring jurisdiction on the county court in such cases, and the questions are therefore answered as follows :—

(1) No.

(2) It will be necessary to commence in the District Registry (not the Probate Registry).

(3) None, apart from the above sections.

Disposal of Newspaper Insurance Moneys.

Q. 2175. A man's widow received £300 under a newspaper free insurance scheme, £500 damages from the jury under the Fatal Accidents Act, 1846 (£300 for herself and £200 for the children). The deceased was a labourer, and his estate consisted of property amounting to £5 15s. The widow has already paid gratuitously from £15 to £20 in arrears of rent owing from the deceased and in part payment of a debt. The total debt of which she has paid a part was about £50, and the tradesman threatens to sue for the balance. The widow has been advised that he will have no cause of action against her so far as the free insurance moneys are concerned because the same did not form part of the estate of the deceased since it cannot be argued that he paid premiums. The money was a free gift by the newspaper company to the widow of a reader who had met with a fatal accident. Apart from that, the question arises whether these free policies granted under newspaper insurance schemes come within the provisions of the Married Women's Property Act, 1882, wherein it is provided that the husband may insure his own life expressly by way of trust for the benefit of his wife and children and subject thereto for his own benefit and the policy money does not, so long as any object of the trust remains unperformed, form part of the assured's estate or become subject to his debts. The deceased had obtained relief on loan from the local authority and he had signed a contract to repay, but the local authority contend that as their power to grant relief on loan is limited to the relief of the borrower's wife and children, they are liable to the authority.

A. The questioner's reasoning (and his advice to the widow) is correct, both as to the free insurance moneys and as to the damages recovered under the Fatal Accidents Act. If the estate were large enough to be administered in bankruptcy, the Official Receiver would have no cause of action in respect of either the insurance or the damages, neither of these being assets available for the creditors of the deceased. The widow is also not liable to the local authority, as their claim depends upon the agreement signed by the deceased, and there is no privity of contract between the public assistance committee and the recipients of relief.

Notes of Cases.

High Court—King's Bench Division.

Keren Kayemeth Le Jisroel Ltd. *v.* **Commissioners of Inland Revenue.** Rowlatt, J. 3rd March.

REVENUE—INCOME TAX—ZIONIST ASSOCIATION—USE OF FUNDS—NATURE OF ORGANISATION—NOT A CHARITY—INCOME TAX ACT, 1918 (8 & 9 Geo. 5, c. 40), s. 37.

At a meeting of the Commissioners for the Special Purposes of the Income Tax Acts, held on the 10th July, 1929, Keren Kayemeth Le Jisroel, Limited (the association), appealed against the refusal of the Commissioners of Inland Revenue to grant exemption from income tax under s. 37 of the Income Tax Act, 1918, on the interest on £32,000 consolidated stock owned by the association and representing donations. The Commissioners were of opinion that the association was not a charity within the meaning of the section. The association was a company limited by guarantee forming part of the Zionist organisation, the objects of which were the restoration of Jews to and their re-settlement upon the Holy Land. The primary object and function of the association was the acquisition in perpetuity of land in the Holy Land as the inalienable property of the Jewish people for the purpose of settling Jews on such land. No part of the income or property of the association was payable or transferable directly or indirectly by way of dividend, bonus or otherwise by way of profit to the members of the association, nor, in the event of the winding up of the association, were the surplus assets distributable among them. It was contended for the association that, it being a part of the Jewish religion to acquire and hold land in Palestine for the Jewish people, assisting in such work was a religious act, and the furtherance of that object was correctly described as the advancement of religion. The funds of the association having been subscribed or given on the understanding that they would be devoted for the benefit of impecunious Jewish settlers, the Jewish settlers for whose benefit those funds were employed being, in fact, all poor people, the objects and activities of the association were for the relief of poverty. The purposes of the association were purposes beneficial to the community. They contended that for some or all of those reasons the association was a body established for charitable purposes only, and the interest in question formed part of its income and was applied to charitable purposes only. The respondents contended that the main object of the association was the repatriation of the Jews in the Holy Land without regard to the means of the immigrants. The objects did not necessarily include the alleviation of poverty among the Jews or the relief of the destitute. The promotion of the objects was not a religious duty of members of the Jewish faith nor for the advancement of religion. There was no purpose beneficial to the community in the charitable sense. The Commissioners held that the association was not a charity, and that its funds were not applicable to or applied to charitable purposes only.

ROWLATT, J., said that it was contended that the organisation was to be regarded as a charity, either as being for the promotion of religion, or as being for the relief of poverty, or as falling within the general fourth class of charities defined in *Income Tax Special Purposes Commissioners* v. *Pemsel* [1891] A.C. 532. After reviewing the facts his lordship held, first, that the organisation was not a charity "for the promotion of religion," secondly, that it was not a charity for "the relief of poverty," and thirdly, that it was an organisation to populate the Holy Land with a particular class of inhabitants, and the intention was to benefit the cause of the population of a particular country by a particular race. That seemed to him to offer no analogy to any of the objects mentioned in the Statute of Elizabeth, but to strike a note quite different from anything in that statute. The appeal failed.

COUNSEL: *A. M. Latter*, K.C., and *H. Infield*, for the appellants; *The Attorney-General* (Sir William Jowitt, K.C.), and *R. P. Hills*, for the Crown.

SOLICITORS: *Herbert Baron & Co.*; *The Solicitor of Inland Revenue.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

***In re* Reference by the Minister of Labour; *In re* Blackpool Corporation and Barritt; Same: Liverpool Corporation and Jackson; Same: Manchester Corporation and Welsby; Same: Bournemouth Corporation and Millard; Same: Same and Derez.** Roche, J. 3rd March.

INSURANCE — UNEMPLOYMENT INSURANCE — CORPORATION UNDERTAKINGS—EMPLOYEES IN DOMESTIC SERVICE—NATURE OF TRADE OR BUSINESS—CARRIED ON FOR PURPOSES OF GAIN—UNEMPLOYMENT INSURANCE ACT, 1920 (10 & 11 Geo. 5, c. 30).

These cases referred to the court by the Minister of Labour under the Unemployment Insurance Act, 1920, raised questions of the insurability of certain persons employed by municipal corporations. According to the Unemployment Insurance Act, 1920, "employment in domestic service, except where the employed person is employed in any trade or business carried on for the purposes of gain" is excepted from insurability. In the present cases (1) the employee, Barritt, was a lavatory attendant and a depot cleaner at the Blackpool Corporation's tramway depot; (2) Jackson was a lavatory attendant in the employ of the Liverpool Corporation at a tramway depot; (3) Welsby was employed in a refreshment room carried on in a public park at Manchester; and (4) Millard was a waitress; and (5) Derez a waiter in a beach café and a pavilion restaurant respectively, carried on by the Bournemouth Corporation. The question was whether all the above persons who, it was conceded, were employed in domestic service, were "employed in any trade or business carried on for the purposes of gain."

ROCHE, J., said that he was satisfied that in all the cases, except the Manchester case, the corporation undertakings were trades or businesses carried on for the purposes of gain, and the employees in question employed therein were insurable. In the Manchester case the park and the refreshment rooms were in a district where competing places of refreshment were somewhat distant. The corporation, therefore, without motives of gain, supplied refreshment rooms where some people bought food from the corporation and where others brought their own food and were provided with facilities for consuming it by the corporation. In that case he was satisfied that the catering was not carried on for the purpose of gain, and that the employee was not insurable.

COUNSEL: *C. W. Lilley*, for the Minister of Labour in all cases; *B. E. Nield*, for the Liverpool Corporation; *B. S. Wingate-Saul*, for the Manchester Corporation; the Blackpool and Bournemouth Corporations were not represented.

SOLICITORS: *Solicitor to the Ministry of Labour*; *The Town Clerk*, Liverpool; *The Town Clerk*, Manchester.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Morris *v.* **Britannic Assurance Co., Ltd.** Mackinnon, J. 5th March.

INSURANCE—INDUSTRIAL ASSURANCE—ILLEGITIMATE CHILD—POLICY ON LIFE FOR FUNERAL EXPENSES—LEGALITY OF POLICY—INDUSTRIAL ASSURANCE ACT, 1923 (13 and 14 Geo. 5, c. 8), s. 3.

Special case stated by Sir G. Stuart Robertson, K.C., Industrial Insurance Commissioner.

One Edith Morris signed proposals with the Britannic Assurance Co., Limited, an industrial assurance company within the meaning of the Industrial Assurance Act, 1923, for five industrial assurance policies on the lives of her five children for the purpose of insuring money to be paid for

the funeral expenses of the life assured. Each of the lives assured was an illegitimate child of Edith Morris. Three of the policies were issued before the beginning of the Industrial Assurance Act, 1923—the 1st January, 1924—and two were issued after that date. Edith Morris submitted that each of the policies was an illegal policy, on the ground that the company could not issue to the mother of an illegitimate child a policy of industrial assurance on the life of such child for funeral expenses either at common law or by virtue of s. 13 of the Collecting Societies and Industrial Assurance Companies Act, 1896, or under s. 3 of the Industrial Assurance Act, 1923. In pursuance of s. 5 of the Act of 1923, she claimed a sum equal to the surrender value of the first three policies issued before the Act of 1923, and a sum equal to the amount of the premiums paid by her on the other two policies. The company contended that each of the policies was legal, and that, therefore, her claim ought to be dismissed. The question for the opinion of the Court was whether the policies, or any of them, were legal.

MACKINNON, J., said that the question which arose was whether Edith Morris must by virtue of the statutes be deemed to have an insurable interest. The Industrial Assurance Act, 1923, consolidated the law, and by Schedule V repealed the previous Acts and replaced their material provisions by a s. 3, which authorised insurance of money to be paid for the funeral expenses of a parent, child, grandparent, grandchild, brother or sister. He agreed with the contention that, *primâ facie*, the word "child" in a legal document meant a legitimate child, but consideration of the context might require it to have a wider meaning. It seemed clear that the Act did not intend to put a ban on illegitimate children as such; it gave a brother or a sister the right to insure against funeral expenses, and that right would be the same whether the brother and sister had been born in wedlock or not. He held that the word "child" in s. 3 of the Act of 1923 included an illegitimate child, and that all the policies in the present case were legal.

COUNSEL: *Harold Murphy*, for Edith Morris; *Blanco White*, for the company.

SOLICITORS: *Wynne-Baxter & Keeble; Kingsley Wood, Williams & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Parliamentary News.

House of Commons.

Questions to Ministers.

ANCIENT MONUMENTS (OLD TEMPLE BAR).

In reply to Mr. D. G. SOMERVILLE, Mr. LANSBURY said: Temple Bar has already been scheduled under the Ancient Monuments (Consolidation and Amendment) Act, 1913, and will be included in the list, which is shortly to be published, of monuments scheduled up to the end of 1930. [18th March.

MOTOR COACHES (CENTRAL LONDON).

In reply to Mr. DOUGLAS HACKING, Mr. HERBERT MORRISON said: I have decided not to proceed with the proposal of which notice was given on 19th December last (to ban all motor coaches from Central London) and to adopt the alternative course of giving general directions to the Traffic Commissioner for the Metropolitan area, in pursuance of Section 63 of the Road Traffic Act, 1930, in the matter of the restriction of motor coach services in the Central London area. In these general directions the attention of the Commissioner will be drawn to the desirability of so exercising his discretion in the grant or refusal of road service licences as to allow facilities for sight-seeing excursions and tours, where it is clear that a legitimate public demand exists which could not otherwise be met. I propose to issue and to publish the general directions to the Metropolitan Traffic Commissioner at once. [18th March.

TRAMCARS (STOP SIGNALS).

Mr. MARJORIBANKS asked the Minister of Transport whether, having regard to the fact that tramcars in London and elsewhere stop without giving any warning to other traffic, he will take powers to make it a matter of obligation on all tramcar undertakings that warning shall be given of the stopping of every tramcar by lights or otherwise.

Mr. HERBERT MORRISON: I am watching certain experiments that are being made in this direction, but I am not yet satisfied that it is desirable that tramway undertakings should be obliged to exhibit such warning signals. [18th March.

MOTOR-COACHES (SPEED LIMIT).

Mr. ALBERY asked the Minister of Transport if he is aware that drivers have been convicted for exceeding the speed limit when driving motor-coaches not fitted with speedometers; and if he proposes to take any action in this matter.

Mr. HERBERT MORRISON: My attention had not been drawn to this matter. In the case of regular motor coach services, an application for a road service licence will have to be accompanied, in accordance with the provisions of the Road Traffic Act, 1930, by time tables, and Section 72 of the Act provides that the Area Traffic Commissioners shall not grant a licence if it appears to them from the time table to be likely that the legal maximum speed for the vehicles used on the service would be exceeded. In the circumstances, I have not thought it necessary in the Regulations that have recently been made under the Act to require that motor coaches should be fitted with speedometers. [18th March.

Societies.

Solicitors' Benevolent Association.

The monthly meeting of the directors of this Association was held at 60, Carey-street, London, on the 11th March, Mr. W. A. Coleman in the chair, the other directors present being Sir E. F. Knapp-Fisher and Messrs. E. Bramley (Sheffield), T. G. Cowan, T. S. Curtis, A. G. Gibson, C. G. May, H. A. H. Newington, P. J. Skelton (Manchester), A. B. Urmston (Maidstone), and H. White (Winchester). £1,233 was distributed in grants of relief, nine new members were admitted, and Mr. E. C. Ouvry and Mr. H. F. Plant were elected directors to vacancies on the board.

Legal Notes and News.

Professional Announcements.

(2s. per line.)

Messrs. G. F. HUDSON MATTHEWS & Co., of 32, Queen Victoria-street, London, E.C.4, announce that they have taken into partnership as from the 1st January, 1931, Mr. CHARLES BERTRAM MATTHEWS. Mr. Charles Bertram Matthews, who is a son of the senior partner, was formerly a Barrister-at-Law (Gray's Inn) in practice at 3, Paper-buildings, Temple, and retired from the Bar to join the firm upon the death of his brother Marmaduke Humphrey Matthews (a late partner). The firm name remains unchanged.

THE LAW'S DELAY.

On an application by counsel to adjourn a case on Wednesday, says *The Times*, Mr. Justice Humphreys said that there was a great waste of time in the courts. It went on day after day now, judges rising about 12 o'clock because the cases were settled.

"The public should understand when they talk about arrears," he continued, "that cases are put into the list and then settled, with the result that half the judges are left in the middle of the day with nothing to do."

His lordship had disposed of his original list of three cases by 11.15 a.m.

A similar protest was recently made by Mr. Justice Rowlatt, who, when it was announced that three of the six cases in his list were settled, said: "People talk about arrears of work in the Law Courts; it will be seen that these arrears exist mostly on paper."

THE POOR MAN'S LAWYERS.

The chairman, Mr. D. N. Pritt, K.C., presided at the annual meeting on Saturday last of the Poor Man's Lawyers of London at which thirty-four were present, indicating a growing

interest in the London Council of Poor Man's Lawyers. This represented forty-two centres where upwards of 20,000 poor persons are advised annually. The chairman's report on the Bentham Committee was much appreciated, and matters of interest to members were discussed, the meeting lasting two and a half hours. Perhaps the matter of greatest interest was "Should Poor Man's Lawyers who are practising solicitors write letters for the 'poor persons' and negotiate on their behalf, or should they draft the letters and leave the 'poor persons' themselves to write them?" Centres naturally vary greatly in size and organisation, and diversity of opinion necessarily exists.

INCORPORATED ACCOUNTANTS' EXAMINATIONS.

The next examination of candidates for admission to the Society of Incorporated Accountants and Auditors will be held on 4th, 5th, 6th and 7th May in London, Manchester, Cardiff, Leeds, Glasgow, Dublin, Belfast, Cape Town, Johannesburg and Durban.

Women are eligible under the Society's regulations to qualify as incorporated accountants upon the same terms and conditions as are applicable to men.

Particulars and forms are obtainable at the offices of the Society, Incorporated Accountants' Hall, Victoria-embankment, W.C.2.

INTERNATIONAL CONGRESS OF LOCAL AUTHORITIES.

His Majesty the King has been graciously pleased to become Patron of the Fifth International Congress of Local Authorities to be held in London in May, 1932.

The Prime Minister, the Home Secretary, the Minister of Health, the Minister of Education and the Minister of Transport have agreed to be Hon. Presidents of the Congress. The Chairman of the Organising Council is the Earl of Derby, K.G.

SOLICITORS STRUCK OFF.

Three solicitors were struck off the Roll on Friday last by the Committee constituted under the Solicitors' Acts, viz., (1) Harold Machin Smith (formerly of Derby), who was convicted at Birmingham Assizes of forgery and fraudulent conversion and sentenced to three years' penal servitude; (2) Maurice Mosely, formerly of 20, Bucklersbury, E.C., for professional misconduct in having misappropriated a sum of £338 6s. 8d., the balance of money received by him on behalf of another person; and (3) George Henry Olley, formerly of No. 21, Mansion House-chambers, No. 11, Queen Victoria-street, E.C., and Nos. 161A and 166, Strand, W.C., the committee finding that he had been guilty of professional misconduct in having received trust money for distribution and having used part of that money for his own purposes.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part I.	MR. JUSTICE MAUGHAM. Non-Witness
M'nd'y Mar. 23	Mr. Blaker	Mr. Andrews	Mr. Andrews	Mr. Hicks Beach
Tuesday .. 24	More	Jolly	*More	Andrews
Wednesday 25	Ritchie	Hicks Beach	Hicks Beach	More
Thursday . 26	Andrews	Blaker	*Andrews	Hicks Beach
Friday 27	Jolly	More	More	Andrews
Saturday .. 28	Hicks Beach	Ritchie	Hicks Beach	More

	GROUP I. MR. JUSTICE BENNETT. Witness. Part II.	MR. JUSTICE CLAUSON. Non-Witness.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part II.	MR. JUSTICE FARWELL. Witness. Part I.
M'nd'y Mar. 23	Mr.*More	Mr. Ritchie	Mr.*Jolly	Mr.*Blaker
Tuesday .. 24	*Hicks Beach	Blaker	*Ritchie	Jolly
Wednesday. 25	*Andrews	Jolly	*Blaker	*Ritchie
Thursday . 26	More	Ritchie	Jolly	Blaker
Friday 27	*Hicks Beach	Blaker	Ritchie	*Jolly
Saturday .. 28	Andrews	Jolly	Blaker	Ritchie

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The EASTER VACATION will commence on Friday, the 3rd day of April, 1931, and terminate on Tuesday, the 7th day of April, 1931, inclusive.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phone: Temple Bar 1181-2.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May 1930) 3%. Next London Stock Exchange Settlement Thursday, 9th April, 1931.

	Middle Price 18 Mar. 1931.	Flat Interest Yield. £ s. d.	Approximate Yield with redemption £ s. d.
English Government Securities.			
Consols 4% 1957 or after	89½	4 9 5	—
Consols 2½%	57xd	5 7 9	—
War Loan 5% 1929-47	104	4 16 2	—
War Loan 4½% 1925-45	101	4 9 1	4 8 0
Funding 4% Loan 1960-90	93	4 6 0	4 6 6
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	94½	4 4 8	4 6 0
Conversion 5% Loan 1944-64	106	4 14 4	4 13 0
Conversion 4½% Loan 1940-44	101	4 9 1	4 8 0
Conversion 3½% Loan 1961	79	4 8 7	—
Local Loans 3% Stock 1912 or after	66xd	4 10 11	—
Bank Stock	267½	4 9 9	—
India 4½% 1950-55	82½	5 9 1	5 17 0
India 3½%	60½xd	5 15 8	—
India 3%	51½xd	5 16 6	—
Sudan 4½% 1939-73	99	4 10 11	4 11 0
Sudan 4% 1974	90	4 8 11	4 11 6
Transvaal Government 3% 1923-53 (Guaranteed by Brit. Govt. Estimated life 15 yrs.)	86½	3 9 4	3 18 0
Colonial Securities.			
Canada 3% 1938	91	3 5 11	4 8 6
Cape of Good Hope 4% 1916-36	95xd	4 4 3	5 1 0
Cape of Good Hope 3½% 1929-49	84	4 3 4	4 16 6
Ceylon 5% 1960-70	102	4 18 0	4 17 6
*Commonwealth of Australia 5% 1945-75	78	6 8 2	6 10 0
Gold Coast 4½% 1956	99	4 10 11	4 11 4
Jamaica 4½% 1941-71	97xd	4 12 9	4 13 3
Natal 4% 1937	95xd	4 4 3	4 19 0
*New South Wales 4½% 1935-1945	68	6 12 4	8 13 6
*New South Wales 5% 1945-65	67	7 9 3	8 8 6
New Zealand 4½% 1945	93½	4 16 3	5 3 3
New Zealand 5% 1946	99½	5 0 6	5 1 0
Nigeria 5% 1950-60	103	4 17 1	4 16 0
*Queensland 5% 1940-60	72½xd	6 17 11	7 6 6
South Africa 5% 1945-75	102	4 18 0	4 17 9
*South Australia 5% 1945-75	74	6 15 2	7 7 0
*Tasmania 5% 1945-75	74	6 15 2	7 7 0
*Victoria 5% 1945-75	74	6 15 2	7 7 0
*West Australia 5% 1945-75	72	6 18 11	7 11 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	66	4 10 11	—
Birmingham 5% 1946-56	103xd	4 17 1	4 16 0
Cardiff 5% 1945-65	101	4 19 0	4 18 9
Croydon 3% 1940-60	75xd	4 0 0	4 11 0
Hastings 5% 1947-67	102xd	4 18 0	4 17 6
Hull 3½% 1925-55	82	4 5 4	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	76xd	4 12 1	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	57	4 7 9	—
London City 3% Consolidated Stock after 1920 at option of Corporation	66	4 10 11	—
Metropolitan Water Board 3% "A" 1963-2003	66xd	4 9 7	—
Do. do. 3% "B" 1934-2003	67	4 9 7	—
Middlesex C.C. 3½% 1927-47	86	4 1 5	4 14 6
Newcastle 3½% Irredeemable	76	4 12 1	—
Nottingham 3% Irredeemable	66	4 10 11	—
Stockton 5% 1946-66	103	4 17 1	4 16 6
Wolverhampton 5% 1946-56	105	4 15 3	4 14 6
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	83½	4 15 10	—
Gt. Western Railway 5% Rent Charge	100½	4 19 6	—
Gt. Western Rly. 5% Preference	91½xd	5 9 3	—
L. & N.E. Rly. 4% Debenture	76	5 5 3	—
L. & N.E. Rly. 4% 1st Guaranteed	70½	5 13 6	—
L. & N.E. Rly. 4% 1st Preference	52½	7 12 5	—
L. Mid. & Scot. Rly. 4% Debenture	77½	5 3 3	—
L. Mid. & Scot. Rly. 4% Guaranteed	73xd	5 9 7	—
L. Mid. & Scot. Rly. 4% Preference	51½xd	7 15 4	—
Southern Railway 4% Debenture	80	5 0 0	—
Southern Railway 5% Guaranteed	98½xd	5 1 6	—
Southern Railway 5% Preference	87½xd	5 14 3	—

*The prices of Australian stocks are nominal—dealings being now usually a matter of negotiation.

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EDWARD GEORGE WOOD, deceased.—Will any person having the custody, or any knowledge, of a WILL made by this deceased, lately residing at Edwards' Hotel, Euston-square, N.W.1, please COMMUNICATE with Messrs. Ernest Winterbotham & Co., 1, Frederick's Place, Old Jewry, E.C.2.

CHARLES FREDERICK BALLS, deceased, of The Fountain Hotel, Garrett-lane, Tooting, Surrey.—Will any person having or knowing of a WILL of the deceased please COMMUNICATE with Messrs. Hunters, Solicitors, 9, New-square, Lincoln's Inn, W.C.2.

GRIMSDALE.—The Kin of MARY GRIMSDALE, Widow, late of 284, Kingsland-road, Shoreditch, Middlesex, who died at Shoreditch on 26th May, 1930, are requested to APPLY to the Treasury Solicitor (B.V.), Storey's Gate, London, S.W.1. (Estate about £600.)

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